

BID FORM

For: Whittemore Park Improvements-Phase 1 (Bid #21-07)

Proposal (BID) of Belko Landscaping, LLC
(hereinafter called "Bidder") a corporation, organized and existing under the laws of
the Commonwealth of Massachusetts.

doing business as Belko Landscaping, LLC
(corporation, proprietorship, partnership)

to the TOWN OF ARLINGTON hereinafter called "Owner". Gentlemen:

- A. The Bidder, in compliance with your invitation for bids for the Robbins Farm Field Renovations and Upgrades, Arlington Massachusetts, having examined the plan and specifications with related documents and the site of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the written "Notice to Proceed" from the Owner, and to complete the work by September 1, 2021. The Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter that the work remains incomplete, as provided in the Instruction to Bidders, Modifications to General Conditions. Required completion dates are as follows:

- B. Bidder acknowledges receipt of the following addendum:

<u>#1</u>	Dated <u>2/9/21</u>
<u>#2</u>	Dated <u>2/10/21</u>
	Dated _____

- C. Bidder agrees to perform all work described in the specifications and shown on the drawings, for the following lump sum price of:

1. Total Proposed Base Bid Contract Price:

Three hundred fifty three thousand eight hundred forty Dollars (\$ 353,840)

3. The Bid does not include premiums on Performance/Labor and Materials Bond.
Cost of required Bond Premiums (for base bid and any and all alternates):

Bid Premiums Add \$ 1

4. The Supplemental Unit Prices set forth herein shall be used to determine any equitable adjustment of the Contract in connection with the changes or extra work performed under this Contract as directed by the **Town of Arlington**. Contractor to refer to Specification Section 012200 UNIT PRICES and submit the from within this section as part of the bid.

It is mutually understood and agreed that such Supplemental Unit Prices include all items of costs, equipment, taxes and insurance of every kind, overhead, and profit for the **Contractor** and they shall be used uniformly, without modification for addition and deductions. Prices listed under ADDITIONS and DEDUCTIONS are to be the complete total price billed to and paid by the **Town of Arlington** therefor. There can be no more than fifteen (15) percent difference in price between the additions and deductions.

- D. If the Bid is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the contract within the time stipulated by the Owner.
- E. The undersigned agrees that for extra work, if any, performed in accordance with the AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.
- F. Bidder understands that the Owner reserves the right to reject any and all bids.
- G. The undersigned hereby agrees that he will not withdraw the Bid within sixty (60) consecutive calendar days after the actual date of the opening of Bids and that, if the Owner accepts this Bid, the undersigned will duly execute and acknowledge the required Contract Bonds within 10 days after notification that the AGREEMENT is ready for signature.
- H. Should the undersigned fail to fulfill any of his agreements as here in before set forth, the Owner shall have the right to retain as liquidated damages the amount of the Bid security, which shall become the Owner/s property. If a bid was furnished as bid security, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.
- I. The Undersigned certifies under penalty of perjury that this Bid is in all respect bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the "person" shall men natural person, joint venture, partnership, corporation or other business or legal entity.

DOCUMENT 012200

UNIT PRICES

PART 1 GENERAL

1.00 GENERAL PROVISIONS

- A. Attention is directed to the PROCUREMENT AND CONTRACTING REQUIREMENTS and all Sections within DIVISION 01, GENERAL REQUIREMENTS, which are made a part of this Section of the Specifications.

1.01 SUMMARY

- A. This section establishes pre-agreed upon prices, per certain units of work, as a means to determine adjustments to the Contract Price in the event of changes to the scope of the project. The Unit Prices listed below are not to be used to tabulate the extent of the project or for use in determining the lump sum bid.

1.02 RELATED REQUIREMENTS

- A. Refer to GENERAL CONDITIONS for limitations.
- B. Examine Contract Documents for requirements that affect work of this Section.

1.03 QUANTITIES AND COST ADJUSTMENTS

- A. As soon as the work involved in each unit cost item has been completed, submit documentation to establish the actual quantities provided. Submit to the Architect for review and issuance of Change Order.
- B. Change Order amount for each unit cost item will be based on actual quantities multiplied by the unit cost. This unit cost includes all mark-ups applicable taxes, overhead, and profit as described below.

1.04 UNIT PRICES

- A. Should certain work be increased or decreased from those required by the Contract Documents, by authorization and at the option of the Owner, the below unit prices shall, be the basis of payment to the Contractor or credit to the Owner, for such increase or decrease in the work. The Unit Prices shall represent the exact net amount per unit to be paid the Contractor (in the case of additions or increases) or to be refunded the Owner (in the case of decreases). No additional adjustment will be allowed for overhead, profit, insurance, or other direct or indirect expenses of the Contractor or Subcontractors. No additional adjustments will be allowed for over excavation, overblasting, or other work without the prior written approval of the Owner.

<u>Unit</u>	<u>Add</u>	<u>Deduct</u>
1. Remove tree, per inch tree caliper	\$ 250	\$ 250
2. Exposed aggregate pavement, complete, per sq yd	\$ 16	\$ 16

<u>Unit</u>	<u>Add</u>	<u>Deduct</u>
3. Tinted exposed aggregate pavement, complete, per sq yd	\$ 16	\$ 16
4. Resin bound aggregate paving, complete, per sq yd	\$ 47	\$ 47
5. Reset standard granite curb, complete in place, per lin. ft.	\$ 40	\$ 40
6. Reset wide granite curb, complete in place, per lin. ft.	\$ 40	\$ 40
7. Bench with footings, complete, each	\$ 3140	\$ 3140
8. Post light with footings, complete, each	\$ 5000	\$ 5000
9. Wood rail with metal bracket, complete, per lin. ft.	\$ 45	\$ 45
10. Trash Receptacle with footing, complete, each	\$ 2185	\$ 2185
11. Sod, furnished and installed complete, per sq ft.	\$ 4	\$ 4
12. Hydroseed, furnished and installed complete, per sq. ft.	\$ 1	\$ 1
13. Mulch, furnished and installed complete, per sq ft.	\$ 40	\$ 40
14. Shrub – Hydrangea quercifolia, 3' B&B, furnished and installed complete, each	\$ 400	\$ 400
15. Shrub – Fothergilla gardenii, #5 pot, furnished and installed, each	\$ 170	\$ 170
16. Shrub – Clethra Alnifolia 'Hummingbird', #5 pot, furnished and installed, each	\$ 140	\$ 140
17. Shrub – Ilex glabra 'Shamrock', #5 pot, furnished and installed, each	\$ 140	\$ 140
18. Ground Cover– Vinca minor, 4" pot, furnished and installed complete, each	\$ 30	\$ 30
19. Planting soil, as specified, per c.y.	\$ 35	\$ 35

B. The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the provisions of the Document 005210, AGREEMENT FORM governing Changes in the Work and Section 012600, CONTRACT MODIFICATION PROCEDURES.

C. The above unit prices shall be guaranteed through December 31, 2021.

END OF SECTION

J. The undersigned certifies that he is able to furnish labor that can work in harmony with all with all laws and regulations applicable to awards made subject forty-four A.

1. Have been in business under the present name for 12 years.

2. Ever failed to complete any work awarded? _____ (Yes), X (No). If yes, explain: _____

3. Bank Reference: TD Bank Justin Otto 978-684-6602

K. The Bidder is required to state below all work he/she and his/her subcontractors (if subcontractors are to perform substantial portions of the work) has complete within the past 5 years of a similar character and value to that of the work included in the proposed Contract and to give references that will enable the Owners to judge the Bidder's experience, skill and business standing. The Bidder is required to list a minimum of 3 completed projects that are comparable in scope, complexity and value. For each project, include the name, location, type, date complete, construction value and owner contact. (add supplementary pages as needed)

Town of Andover- Indian Ridge Playground- Joseph Sgrosso 978-684-2787

Site excavation and grading, layout, asphalt parking and path, basketball court, stone dust surface, playground equipment purchase and install, fence, drainage, granite curb, irrigation, plantings, loam & hydroseed

City of Lawrence- Manchester St Access Trail- Brad Buschur 617-874-6498

Site excavation and grading, remove & cap contaminated soils, asphalt walking path, granite curb, drainage install, fence, plantings, utilities install, return site to green space

Town of Lexington- Granite Forest Project- Wes Wirth 617-640-2412

Site excavation, drainage, install stonedust path, block wall, cobblestone edging, granite benches, return site to green space

- L. The Bidder is required to state below all construction projects he/she currently has under contract. For each project, include the name, location, type, scheduled completion date, construction value and owner contact.

Town of Andover- Indian Ridge Playground 5/2021 \$349,970 Joseph Sgrosso 978-684-2787

Site excavation for Playground, asphalt lot, path, basketball court

City of Newton- Cold Springs Park 6/2021 \$48,150 Luis Demorizi 617-796-1507

Site work for stone dust walking path

City of Lawrence- Hayden Schofield Playstead 5/2021 \$729,975

Site excavation of bleachers, pour concrete for stairs and new bleacher stands

- M. The undersigned bidder hereby certifies that the tools and equipment required to meet the specified requirements of the Contract document, with special attention called to Section 02300 Earthwork, will be utilized in the performance of the work.
- N. The undersigned further certifies under the penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation declared there under.

Date: 2/17/21

Name of General Bidder: Belko Landscaping, LLC

Name and Title of Person Signing Bond: John Belko, Owner

Business Address: 242 Lawrence Rd Salem, NH 03079

FORM A

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

John Belko
Authorized Name _____

Authorized Signature _____ Date 2/17/21
83-3008514
Social Security Number or Federal Identification Number
Belko Landscaping, LLC
Legal Name of Business Entity (Print or
242 Lawrence Rd
Type) Address
Salem, NH 03079
City, State, Zip Code

Corporate Seal (If applicable)

FORM B**BIDDER CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES**

The undersigned hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to identify the awarding authority for, from, and against any loss, expense, damages, action, or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applying prevailing wage rates.

2/17/21

Date

John Belko

Name of Person Signing the Bid or Proposal

Owner

Signature of Person Signing the Bid or Proposal Title

Belko Landscaping, LLC

Name of Business (Print or Type)

Corporate Seal (If applicable)

FORM C

CERTIFICATION OF PAYMENT OF STATE TAXES

Legislation enacted by the Commonwealth of Massachusetts, effective, 1983, requires that attestation below be signed:

Pursuant top M.G.L c. 62C, sec. 49A, I certify under the penalties of perjury, that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

APPROVAL OF A CONTRACT OR ANY OTHER AGREEMENT WILL NOT BE GRANTED UNLESS THIS CERITIFICATION CLAUSE IS SIGNED BY AN AUTHORIZED CORPROATE OFFICER.

THE TAX PAYER IDENTIFICATION NUMBER WILL BE FURNISHED TO THE MASSACHUSETIS DPEARTMENT OF REVENUE TO DETERMINE IF TAX FILINGS AND/OR TAX PAYMENT OBLIGATIONS HAVE BEEN MET. PROVIDERS WHO FAIL TO CORRECT THIER NON-FILING AND/OR DELIQUENCY STATUS SHALL NOT HAVE A CONTRACT OR ANY OTHER AGREEMENT ISSUED, RENEWED OR EXTENDED

(Signature of Individual) Owner
Title

83-3008514

Social Security Number or Federal Identification Number

Belko Landscaping, LLC

Corporate Name

John Belko 2/17/21

Name of Person Signing the Proposal (Print or Type) Date

Belko Landscaping, LLC

Legal Name of Business Entity (Print or

242 Lawrence Rd Salem, NH 03079

Type) Business Address

Corporate Seal (If applicable)

FORM D

CERTIFICATION OF AUTHORITY MEETING OF BOARD OF DIRECTORS

(Note: if business entity is a partnership or individual, all owners shall sign this form.)

At a meeting of the Directors of the _____ duly called
and held at

(Corporation
)

_____ on the _____ day of _____, 20_____,
(Location)

at which a quorum was present and acting, it was voted that _____, the
(Name)

_____ of this Corporation, is hereby authorized and empowered to
make, (Title/Position)

into, sign, seal and deliver on behalf of the Corporation a Contract for _____
with the _____, and the performance and
payment bonds each in the amount as specified by the Owner.

I hereby certify that the above is a true and correct copy of the record, that said vote
has not been amended or repealed and is in full force, and effect as of this date and
that

SOLE PROPRIETOR

_____ is duly elected _____ of the corporation
(Name) (Title/Position)

Clerk or secretary of the Corporation

Date

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its
president, treasurer, and general manager, if any: if a partnership, give full names and
residential addresses of all partners; and if an individual, give residential address if different
from business address.)

the required names and addresses of all person interested in this proposal, as
Principals, are as follows:
